



State of Arizona

Department of Education

Request For Proposal Cover Page

RFP
ED07-0010

Solicitation Number: **ED07-0010**

Solicitation Due Date / Time: **September 8, 2006 at 3:00 p.m. Mountain Standard Time**

Submittal Location: Arizona Department of Education
Contracts Management Unit/3rd Floor
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007-3209

Description of Procurement: **Provide accurate HIV prevention education to youth in high risk situations.**

A Pre-Offer Conference will not be held in conjunction with this procurement.

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the materials or services specified will be received by the Arizona Department of Education's Contracts Management Unit at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read.

Offers must be in the actual possession of the Arizona Department of Education's Contracts Management Unit, on or prior to the time and date, and at the submittal location indicated above. ***Late offers will not be considered.***

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Kim Jennings
Procurement Officer

Kim.jennings@azed.gov
E-Mail Address

August 23, 2006
Date

602-542-4254
Telephone Number

OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION
Contract Management Unit – Bin # 37
1535 West Jefferson Street
Phoenix, Arizona 85007-3209

SOLICITATION NO. ED07-0010



OFFER

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the solicitation.

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City State Zip Code

Signature of Authorized Person Date of Offer

Telephone Number: _____

Facsimile Number: _____

Offeror's Arizona Transaction (Sales) Privilege Tax License Number: _____

Offeror's Federal Employer Identification Number: _____

Acknowledgement of Amendment(s):
(Offeror acknowledges receipt of amendment(s)
to the Solicitation for Offers and related
documents numbered and dated)

Amendment No. Date

Amendment No. Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD

(For State of Arizona Use Only)

Your Offer, dated _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the State.

This Contract shall henceforth be referred to as Contract Number **ED07-0010**.

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____, 2006.

Douglas C. Peebles, MBA, CPPB, CPCP
Chief Procurement Officer
Department of Education

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**SECTION 1
SCOPE OF WORK**

SOLICITATION NO. ED07-0010

1. BACKGROUND:

The Centers for Disease Control and Prevention (CDC) allows State Education Agencies to annually apply for the “Improving the Health, Education, and Well-Being of Young People through Coordinated School Health Programs” funds. The Arizona Department of Education (ADE) has received this grant from the Center for Disease Control to provide accurate HIV prevention education to youth in high risk situations as defined in the Federal Register by the Centers for Disease Control.

<http://www.fda.gov/cdrh/yr2000/cdrh/frnotices/fr0624ap.pdf>

2. PROGRAM REQUIREMENTS:

- A. Hire and supervise a .50 FTE experienced health educator for this program and have the individual in the position by October 1, 2006. (Experience to include but not limited to working with adolescents and facilitating health related programs, good presentation skills, communication skills, customer relation skills, knowledge of behavior change theories & knowledge of basic HIV and prevention concepts.)
- B. Health educator must attend a Reducing the Risk training provided by ADE before November 1, 2006. ADE will coordinate the training date for the educator.
- C. Health educator must implement a minimum of 6 hours of instruction of “Reducing the Risk” to at least 30 at-risk adolescents per month through the course of the contract.
- D. The health educator will be responsible for the logistics of scheduling HIV instruction at facilities that serve “at-risk” youth as defined in the Federal Register by the Centers for Disease Control.
- E. Administer a survey, provided by ADE, assessing the risk behaviors of the population being served during each session.
- F. Use only materials approved by the ADE Materials Review Committee for this project.
- G. Conduct program evaluation and share these results with ADE’s HIV prevention program administrator.

3. REPORTS: CONTRACTOR will provide ADE, the following reports in the manner and at the times specified: Submit biannual reports (due 12/29/2006 and 5/1/2007) in electronic format and hard copy mailed to the Arizona Department of Education to include each of the following:

- a) Date and location of instruction
- b) Content of instruction (lessons from Reducing the Risk and any supplemental material)
- c) Number of lessons/or hours of instruction
- d) Number of participants in attendance
- e) Assessment of participant’s self-reported behavioral risk
- f) Success stories

SECTION 2
SPECIAL TERMS AND CONDITIONS
SOLICITATION NO. ED07-0010

1. **Definition of Terms Used in these Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 3, Paragraph 1, have the following meaning:

- A. "ADE" means the Arizona Department of Education.
- B. "Department" means the Arizona Department of Education.

2. **Indemnification.** Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

3. **Insurance Requirements.** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

Minimum Scope And Limits Of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

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| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability | \$ 50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include coverage **for sexual abuse and molestation.**
- b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

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- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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| Combined Single Limit (CSL) | \$1,000,000 |
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- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.

3. Worker's Compensation and Employers' Liability

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|-------------------------|-------------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$ 500,000 |
| Disease – Each Employee | \$ 500,000 |
| Disease – Policy Limit | \$1,000,000 |

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

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| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

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| <p style="text-align: center;">SECTION 2 SPECIAL TERMS AND CONDITIONS SOLICITATION NO. ED07-0010</p> |
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3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Procurement Officer listed in No. 18 of this section, and shall be sent by certified mail, return receipt requested.

D. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Procurement Officer listed in No. 18 of this section. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

4. **Contract Term.** The term of this Contract shall commence on the date the Procurement Officer signs the Offer and Acceptance Form, signifying ADE's acceptance of the Offeror's proposal and will remain in effect through June 30, 2007, unless terminated, canceled, or extended as otherwise provided herein.

5. **Option to Extend the Term of the Contract.**

A. ADE may, at its sole option, extend the term of this Contract by written notice to the Contractor within sixty (60) calendar days of the Contract expiration date.

B. If ADE exercises this option, the extended Contract shall be considered to include this option provision as well as all other terms and conditions of the original contract, as modified.

C. The total duration of this Contract, including the exercise of any options under this provision, shall not exceed five (5) years.

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| <p style="text-align: center;">SECTION 2 SPECIAL TERMS AND CONDITIONS SOLICITATION NO. ED07-0010</p> |
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6. **Pricing.** All pricing shall be firm, fixed and be inclusive of all labor, equipment, materials, products, freight (FOB Destination), consumable supplies, insurance, and all other costs incidental to the services provided with a maximum dollar value of \$25,000 per contract term.
7. **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the offer.
8. **Federal Immigration and Nationality Act:**
The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
9. **Cooperation with Other Contractors and Subcontractors.** The Contractor shall fully cooperate with other ADE contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other ADE contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other ADE contractors.
10. **Non-exclusive Status.** ADE reserves the right to have the same or similar services provided by other than the Contractor.
11. **Inclusive Offeror.** Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for percentage of your tutoring services. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
12. **Payment.** The Contractor shall be paid out in three payments, one on September 15, 2006, January 15, 2007 and one on June 15, 2007 with the total amount set forth in Attachment 6.1 of the Contract upon verification by the eligible recipient agency that the Contractor satisfactorily delivered the goods or services set forth in the Scope of Work.
13. **Fingerprinting.** Contractor personnel, whether paid or not, and who are required or allowed to provide services to juveniles shall have a valid fingerprint clearance card that is issued pursuant to Title 41, Chapter 12, Article 3.1.

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- 14. Invoices.** The Contractor shall submit an invoice thirty days prior to the payment dates set above in the payment section in a mutually acceptable format for work that has been performed in accordance with the contract terms and conditions and accepted by the LEA.
- 15. Mailing of Payments.** Address to which payment should be mailed, if different than that listed on the Offer and Award Form.

(Company Name)

(Street Address)

(City & State) (Zip Code)

- A.** Provider representative to contact for contract administration purposes:

(Name and Title)

(Street Address)

(City & State) (Zip Code)

(Telephone & Facsimile Numbers)

(E-mail Address)

- 16.** The ADE representative to contact for technical matters concerning contract performance (NOTE: this person is not authorized to direct provider performance or make changes in contract requirements.)

Jason Trujillo
School Safety & Prevention
HIV/AIDS Prevention Program
1535 West Jefferson Street, Bin #29
Phoenix, Arizona 85007
Phone: (602) 542-8712
FAX: (602) 364-1938
E-mail: Jason.trujillo@ade.az.gov

- 17.** All contract administration matters will be managed by the Procurement Officer named below. All correspondence concerning this contract shall be directed to this individual.

Kim Jennings
Procurement Officer
Contracts Management Unit, Bin #37
1535 West Jefferson Street
Phoenix, Arizona 85007
Phone: (602) 542-4254
FAX: (602) 364-0598
E-mail: kim.jennings@azed.gov

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| <p style="text-align: center;">SECTION 3 UNIFORM TERMS AND CONDITIONS SOLICITATION NO. ED07-0010</p> |
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1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - A. “Attachment” means any item the Solicitation requires the Offeror/Contractor to submit as part of the Offer.
 - B. “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offeror/Contractors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments.
 - C. “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - D. “Contractor” means any person who has a Contract with the State.
 - E. “Days” means calendar days unless otherwise specified
 - F. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - G. “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - H. “Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - I. “Procurement Officer” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
 - J. “Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - K. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - L. “State” means the State of Arizona and Department or Agency of the State that executes the Contract.
 - M. “State Fiscal Year” means the period beginning with July 1 and ending June 30.
2. The State of Arizona's Uniform Terms and Conditions, and Uniform Instructions to Offerors are hereby incorporated by reference. These documents may be accessed through the Enterprise Procurement Services by accessing the Internet at (<http://www.azeps.az.gov/>) or (<http://www.ade.az.gov/procurement/Opps>) by manually calling either, the Enterprise Procurement Services at (602) 542-5511 or the Arizona Department of Education at (602) 364-2517. ***It is the Offeror's responsibility to obtain the current revision of these documents.***

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| <p style="text-align: center;">SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS SOLICITATION NO. ED07-0010</p> |
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1. **Definition of Terms Used in these Special Instructions.** As used in these instructions, the following terms, in addition to those terms defined in Section 3, Paragraph 1, have the following meaning:
 - A. “ADE” means the Arizona Department of Education.
 - B. “Department” means the Arizona Department of Education.
2. **Required Information.** The following shall be submitted concurrent with and as part of the Offer:

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| Page 1 | Signed Offer and Award Form |
| Page 8 | Section 2, paragraph 15 |
| Attachment 6.1 | Fee Schedule |
| Attachment 6.2 | Offeror’s Questionnaire |
| Attachment 6.3 | Sole Proprietor Waiver |
| Attachment 6.4 | Applicant’s Organization |
3. **Authorized Signature.**
 - A. For any document that requires the Offeror’s signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by ADE, disclosure of ownership information shall be submitted.
 - (1) Privately Owned: The Owner must sign the contract.
 - (2) Partnership: A Partner must sign the contract.
 - (3) Corporation: A Corporate Officer must sign the contract.
 - B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee’s authority must accompany the contract. All addenda to the contract shall be signed by the authorized individual who signed the contract except that they may be signed by a duly authorized designee.
4. **Multiple Awards.** In order to assure that any ensuing contracts will allow the State to fulfill current and future requirements, ADE reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the LEAs.
5. **Award Basis.** The successful vendor(s) will be determined by Evaluation Criteria including but not limited to state approval; experience, expertise and reliability. ADE reserves the right to award as many term contracts as may be in the best interest of the State.

Any deviation from the uniform terms and conditions or exceptions taken shall be described fully and appended to the proposal form on the vendor’s letterhead over the signature of the person signing the proposal form. Such appendages shall be considered part of the vendor’s formal proposal. For the absence of any statements of deviation or exception, the proposal shall be accepted as in strict compliance with all terms and conditions.

If a vendor receives an award and is unable to meet service requirements or is unable to hold Proposal price, or fails to provide service within a reasonable period of time as determined by ADE, ADE reserves the right to cancel the contract.

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| <p style="text-align: center;">SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS SOLICITATION NO. ED07-0010</p> |
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6. Inclusive Offeror.

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of your tutoring services. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

7. Offer Format and Content.

- A. **One Original and three (3) copies of the offer(s) shall be submitted.** Subcategories of information in each of the volumes should be highlighted for ease of evaluating the information contained therein. If the Offeror finds it necessary to take exception(s) to any of the requirements specified in this Solicitation, clearly indicate each such exception in the proposal along with a complete explanation of why the exception was taken and what benefit accrues to the State thereby. All substantive exceptions and supporting rationale shall be identified as such and consolidated into one section of the Offer.
- B. To facilitate evaluation, the Offer must be **specific**, and complete to clearly and fully demonstrate the Offeror has a thorough understanding of the requirements, can provide detailed information and relate experience concerning previous performance of similar services. Statements that the Offeror understands, can or will comply with the Scope of Work, statements paraphrasing the Scope of Work or parts thereof, and phrases such as "*standard procedures will be employed*" or "*well-known techniques will be used*", etc., will be considered unacceptable. Offerors should note that data previously submitted shall not be relied upon nor incorporated in the Offer by reference.

8. Evaluation and Selection. Evaluation of offers may be accomplished in four steps.

- A. Step One. Initial review of offer to determine if it includes all required information.
- B. Step Two. Evaluation of offer to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work.
- C. Step Three. (Optional) Discussions with Offerors concerning their offers. This step includes requests for Final Proposal Revisions from Offerors still considered susceptible of winning contract award(s).
- D. Step Four. Contract award(s) made to the responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the State, based on the following criteria:
- (1) **Offeror's Experience, Expertise and Reliability; as it relates to this solicitation;** ADE will evaluate the offeror's experience, expertise and reliability based on the offeror's resume and references as matched to the needs of this solicitation.
 - (2) **Method of Approach and Implementation Plan;** Overview that indicates an understanding of the requirements of the Statement of Work. ADE will evaluate the offeror's response to determine how well it satisfies ADE's needs as stated in the statement of work.
 - (3) **Price;** the offeror's price will be compared to the lowest offer and the offeror will receive a pro-rated score based on this comparison.

9. Discussions. In accordance with A.R.S. § 41-2534, after the initial receipt of offers, the ADE reserves the option to conduct discussions with those Offerors who submit offers determined by the State to be reasonably susceptible of being selected for award.

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| <p style="text-align: center;">SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS SOLICITATION NO. ED07-0010</p> |
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10. Final Proposal Revisions.

- A. In the event the Procurement Officer determines discussions are required, discussions on the areas, items, and factors specified in this Solicitation will be held with all Offerors determined to be in the competitive range.
- B. The Offeror is permitted to make revisions during negotiations. Offerors should be aware that a complete understanding as to pricing, technical, and all other terms and conditions of the proposed contract must exist between the Offeror and ADE at the conclusion of negotiations.
- C. Discussions will be concluded when a mutual understanding has been reached with each Offeror remaining in the competitive range. This mutual understanding will become the basis for the Offeror's Final Proposal Revision.
- D. The Final Proposal Revision must be returned, signed and dated by the Offeror within the time and date specified to be eligible for award.

- 11. Certificate of Insurance Form.** The ADE recommends that the Offeror consider using the sample Certificate of Insurance included in this Solicitation as Exhibit 7.1. If the Offeror wishes, it may submit a substantially similar Certificate of Insurance. If the Offeror so elects, the proposed Certificate of Insurance shall be submitted to the ADE for review and approval.

12. Federal Immigration and Nationality Act:

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

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| <p style="text-align: center;">SECTION 5 UNIFORM INSTRUCTIONS TO OFFERORS SOLICITATION NO. ED07-0010</p> |
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1. **Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:
- A. “Attachment” means any item the Solicitation requires an Offeror to submit as part of the Offer.
 - B. “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
 - C. “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - D. “Contractor” means any person who has a contract with the State.
 - E. “Days” means calendar days unless otherwise specified.
 - F. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - G. “Offer” means bid, proposal or quotation.
 - H. “Offeror” means a vendor who responds to a Solicitation.
 - I. “Procurement Officer” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
 - J. “Solicitation” means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
 - K. “Solicitation Amendment” means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
 - L. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - M. “State” means the State of Arizona and Department or Agency of the State that executes the Contract.
2. **Inquiries.**
- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
 - B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
 - C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may, except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

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| <p style="text-align: center;">SECTION 5 UNIFORM INSTRUCTIONS TO OFFERORS SOLICITATION NO. ED07-0010</p> |
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- D. Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- E. No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Offer Conference. If a pre-Offer Conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the Conference. Material issues raised at the Conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation.

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms unless the Solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- B. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror/Contractor's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror/Contractor clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror/Contractor's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - (1) Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - (2) Request for Proposals: All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria as stated in the Solicitation, or result in rejection of the Offer. An Offer that takes exception to any material requirement of the Solicitation may be rejected.
- E. Subcontracts. Offeror/Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

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| <p style="text-align: center;">SECTION 5 UNIFORM INSTRUCTIONS TO OFFERORS SOLICITATION NO. ED07-0010</p> |
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- F. Cost of Offer Preparation. The State will not reimburse any Offeror/Contractor the cost of responding to a Solicitation.
- G. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
- H. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- I. Provision of Tax Identification Numbers. Offeror/Contractors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- (1) Employee Identification. Offeror/Contractor agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this Contract. If the federal identifier of the Offeror/Contractor is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- J. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the Solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Contractor.
- K. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror/Contractor shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror/Contractor shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
- (2) Uniform Terms and Conditions;
- (3) Statement or Scope of Work;
- (4) Specifications;
- (5) Attachments;
- (6) Exhibits;
- (7) Special Instructions to Offeror/Contractors;
- (8) Uniform Instructions to Offeror/Contractors;
- (9) Other documents referenced or included in the Solicitation.
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

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| <p style="text-align: center;">SECTION 5 UNIFORM INSTRUCTIONS TO OFFERORS SOLICITATION NO. ED07-0010</p> |
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4. Submission of Offer.

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror/Contractor and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror/Contractor believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror/Contractor certifies that:

(1) The Offeror/Contractor did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

(2) The Offeror/Contractor does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

5. Evaluation.

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purposes of evaluating that price.
- C. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- D. Disqualification. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- E. Offer Acceptance Period. An Offeror/Contractor submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Final Proposal Revision is requested pursuant to a Request for Proposals, an Offeror/Contractor shall hold its Offer open for one hundred-twenty (120) days from the Final Proposal Revision due date.
- F. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - (1) Waive any minor informality;
 - (2) Reject any and all Offers or portions thereof; or
 - (3) Cancel a Solicitation.

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| <p style="text-align: center;">SECTION 5 UNIFORM INSTRUCTIONS TO OFFERORS SOLICITATION NO. ED07-0010</p> |
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6. Award.

- A. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror/Contractor is not in the State's best interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror/Contractor to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests. A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, address and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of the purchasing agency and the Solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.

8. Comments Welcome. The State Procurement Office periodically reviews the Uniform Instructions to Offeror/Contractors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.



ATTACHMENT 6.1
ARIZONA DEPARTMENT OF EDUCATION

Fee Schedule
Solicitation No. ED07-0010

Following, are all-inclusive, firm fixed-prices for Contractor provided services in accordance with the Scope of work.

Costs shall not include contract-related travel expenses, as they will be reimbursed separately, in accordance with the State Travel Policy.

Price for entire project:

\$_____ To provide accurate HIV prevention education to youth in high risk situations from the date the Procurement Officer signs the Offer and Acceptance Form, signifying ADE's acceptance of the Offeror's proposal through June 30, 2007.

Subtotal \$_____

Total Offer \$_____

Notice: If the transaction privilege (sales) taxes are not described and itemized on the offer, the State will assume that the price(s) offered includes all applicable taxes.



ATTACHMENT 6.2
ARIZONA DEPARTMENT OF EDUCATION
OFFEROR'S QUESTIONNAIRE

1. As an attachment, please provide a current resume that shows your qualifications to provide the services required by this solicitation.
2. Please provide at least three (3) references who can attest to your ability to provide the services required by this solicitation or similar services.
3. Please provide a written narrative to describe the method of approach and implementation you propose to perform the work required by this solicitation. (See Section 1, Scope of Work)



ATTACHMENT 6.3
ARIZONA DEPARTMENT OF EDUCATION

Sole Proprietor Waiver



**ARIZONA DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT SECTION**

1818 WEST ADAMS
PHOENIX, ARIZONA 85007
FAX 542-1982

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____
(name of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, _____, for Workers' Compensation purposes, and therefore, I am not entitled to Workers' Compensation benefits from the State of Arizona, _____.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor: _____
Social Security Number: _____ Telephone #: _____
Street Address/P.O. Box: _____
City: _____ State: _____ Zip Code: _____
Signature of
Sole Proprietor: _____ Date: _____

Agency: Arizona Department of Education Agency #: 455
Signature of Agency
Contract Administrator: _____ Date: _____

Both signatures must be signed and the completed form submitted to the State of Arizona, Department of Administration, Risk Management Section, Insurance Unit, 1818 W. Adams, Phoenix, Az 85007. An authorized Risk Management Representative will sign and return to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer

Date



ATTACHMENT 6.4

ARIZONA DEPARTMENT OF EDUCATION

Applicant's Organization

Applicants shall complete each item using examples where necessary. Examples shall indicate the item number and heading being referenced as it appears below. *Failure to make full and complete disclosure may result in the rejection of applicant as unresponsive.*

- | | <u>YES</u> | <u>NO</u> |
|--|------------|-----------|
| 1. <u>Administrative Agent</u> | | |
| Is the Applicant acting as an administrative agent for any other agency, firm, or governmental agency? <i>(If YES, provide a description of the relationship in both, legal and functional aspects as Attachment G – 1.)</i> | [] | [] |
| 2. <u>Civil Rights Compliance Data</u> | | |
| Has any Federal or State agency ever made a finding of noncompliance with any relevant civil rights requirements with respect to the Applicant's business activities? <i>(If YES, provide an explanation as Attachment G – 2.)</i> | [] | [] |
| 3. <u>Prior Felony Conviction(s)</u> | | |
| Has the Applicant, its major stockholders with a controlling interest, or its officers been the subject of criminal investigations or prosecutions or convicted of a felony? <i>(If YES, provide an explanation as Attachment G - 3.)</i> | [] | [] |
| 4. <u>Suspension or Exclusion from Federal or State Program(s)</u> | | |
| Has the Applicant ever been suspended or excluded from any Federal or State Government program for any reason? <i>(If YES, provide an explanation as Attachment G – 4.)</i> | [] | [] |
| 5. Have any licenses ever been denied, revoked or suspended or provisionally issued within the past five (5) years? <i>(If YES, provide an explanation as Attachment G – 5.)</i> | [] | [] |
| 6. Has the Applicant or the Applicant's firm terminated any contracts, had any contracts terminated, or been involved in contract lawsuits? <i>(If YES, provide an explanation as Attachment G – 6.)</i> | [] | [] |
| 7. Does the Applicant, its staff, relatives, or voting members of the Board of Directors maintain any ownerships, employments, public and private affiliations or relationships which may have substantial interest (as defined in A.R.S. § 38-502, Conflict of Interest) in any contract, sale, purchase, or service involving the Arizona Department of Education? <i>(If YES, provide a full explanation of the situation as Attachment G – 7.)</i> | [] | [] |

DO NOT SEND TO IRS

Vendor MUST Print
or Type information

STATE OF ARIZONA

SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM

DO NOT SEND TO IRS

Vendor MUST Print
or Type information
☒ Taxpayer Identification Number (TIN)

☒ TIN
Type

☐ Employer Identification Number (EIN)

☐ Social Security Number (SSN)

☒ State of Arizona HRIS EIN

State of Arizona Employees ONLY

☒ Legal Name

Must match TIN above

☒ Entity Type *Select one of the following*

- ☐ Corporation (NOT providing health care, medical or legal services) (5A)
☐ Corporation (providing health care, medical or legal services) (5M)
☐ Partnership, LLP (5T)
☐ PLLC, LLC (5C)
☐ Individual/Sole Proprietor (6I)
☐ The US or any of its political subdivisions or instrumentalities (2G)
☐ A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
☐ Tax-exempt organization under IRC §501 (5O)
☐ An international organization or any of its agencies or instrumentalities (5U)
☐ State of Arizona employee (1E)
☐ Other, Tax reportable entity (5P)

☒ Minority Business Indicator *Select one of the following*

- ☐ Small Business (01)
☐ Small Business- African American (23)
☐ Small Business- Asian (24)
☐ Small Business- Hispanic (25)
☐ Small Business- Native American (27)
☐ Small Business- Other Minority (05)
☐ Small, Woman Owned Business (06)
☐ Small, Woman Owned Business- African American (29)
☐ Small, Woman Owned Business- Asian (30)
☐ Small, Woman Owned Business- Hispanic (31)
☐ Small, Woman Owned Business- Native American (33)
☐ Small, Woman Owned Business- Other Minority (11)
☐ Woman Owned Business (03)
☐ Woman Owned Business- African American (17)
☐ Woman Owned Business- Asian (18)
☐ Woman Owned Business- Hispanic (19)
☐ Woman Owned Business- Native American (21)
☐ Woman Owned Business- Other Minority (08)
☐ Minority Owned Business- African American (04)
☐ Minority Owned Business- Asian (32)
☐ Minority Owned Business- Hispanic (74)
☐ Minority Owned Business- Native American (15)
☐ Minority Owned Business- Other Minority (02)
☐ Non-Profit, IRC §501(c) (88)
☐ Non-Small, Non-Minority or Non-Woman Owned Business (00)

☒ Main Address

Where tax information and general correspondence is to be mailed

DBA/Branch/Location

Address

Address continued

City

State

Zip code

☒ Remit to Address

☐ Same as Main

DBA/Branch/Location

Address

Address continued

City

State

Zip code

☒ Contact Information

Name

Phone #

 EXT

Fax

email

☒ Certification

Under Penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
- I am a U.S. person (including U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature

Title

Date

STATE OF ARIZONA **AGENCY** USE ONLY

VENDOR: DO NOT WRITE BELOW THIS LINE

AGY

Agency Authorization

Phone #

Date

STATE OF ARIZONA **GAO** USE ONLY

VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE

☐ IRS TIN Matching

☐ Corporation Commission

☐ HRIS

☐ Other

☐ Other


Vendor Number

MC

Processed by

Date Processed

GAO-W-9 Revised 4/18/05

| | | |
|---|--|--|
|  | Exhibit 7.1 | STATE OF ARIZONA DEPARTMENT OF EDUCATION CONTRACTS MANAGEMENT UNIT 1535 WEST JEFFERSON STREET, Bin #37 PHOENIX, AZ 85007-3209 |
| | CERTIFICATE OF INSURANCE CONTRACT NO. ED07-0010 PROVIDER: _____ | |

Prior to commencing services under this Contract, the Contractor must furnish the State, certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this Contract and shall not serve to limit any liabilities or any other Contractor obligations.

| | | |
|---|-----------------------|--------------------------------------|
| Name and Address of Insurance Agency:: | Company Letter | Companies Affording Coverage: |
| | A | |
| | B | |
| Name and Address of Insured: | C | |
| | D | |

| LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE | | COMPANY LETTER | TYPE OF INSURANCE | POLICY NUMBER | DATE POLICY EXPIRES |
|---|----|-------------------|--|------------------|---------------------------|
| Bodily Injury Per Person Each Occurrence Property Damage OR Bodily Injury and Property Damage Combined | \$ | | Comprehensive General Liability Form Premises Operations Contractual Independent Contractors Products/Completed Operations Hazard Personal Injury Broad Form Property Damage Explosion & Collapse (If Applicable) Underground Hazard (If Applicable) | | |
| Same as Above | | | Comprehensive Auto Liability Including Non-Owned (If Applicable) | | |
| Necessary if underlying is not above minimum | | | Umbrella Liability | | |
| Statutory Limits | | | Workmen's Compensation and Employer's Liability | | |
| | | | Other | | |

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

| | |
|--|--|
| Name and Address of Certificate Holder: | Date Issued: _____ _____ Authorized Representative |
|--|--|

END OF SOLICATION ED07-0010